

**IN THE HIGH COURT OF UTTARANCHAL
AT NAINITAL.**

Criminal Misc. Appl. No. 291 of 2003

M/s IKM Investor Services Limited
Registered Office at
A-143, Jamuna Bhavan
Asaf Ali Road,
New Delhi

petitioner

Versus

1. The Court of Chief Judicial Magistrate
Dehradun at Mussoorie.
 2. Mrs Manish Sangal
W/o Sh. Vinesh Kumar
R/o London House Estate
Massorri.
 3. M/s SMS Investment Consultant
29, Rajpur Road,
Dehradun
 4. Sh. Sharad Tyagi
Partner of M/S SMS Investment Consultant 22/8
Piljain Valley, Rajpur Dehradun.
 5. Smt. S Tyagi Partner of
M/s SMS Investment Consultant
22/8, Piljaid Valley Rajpur Dehradun
 6. Sh. S.C. Arora
Partner of M/s SMS Investment Consultant
R/o 194/4, Rajpur Road/
Dehradun
 7. Smt/. Chandhal Arora
Partner of /M.s SMS Investment Consultant
R/o 194/4, Rajpur Road, Dehradun
 8. Kumari Pooja Arora
Partner of
M/s SMS Investment Consultant
R/o 1294/4 Rajpur Road
Dehradun
- respondents.

Hon'ble B.C. Kandpal, J.

This petition under Section 482 Cr.P.C. has been filed for quashing of the Criminal Proceedings under Section 409 IPC pending against the petitioner before the court of Chief Judicial Magistrate, Dehradun.

Pleadings have been exchanged.

Heard learned counsel for the parties and perused the record.

At the time of final disposal of this petition, respondent No.2 has filed an application alongwith affidavit in support thereof stating therein that the Criminal Misc. Application Under Section 482 Cr.P.C. be decided in terms of the compromise deed annexed with the application.

The compromise deed shows that the second party namely IKM Investor Services Ltd/ petitioner hereby agrees to pay to the First Party namely Mrs Manish Sangal, respondent No.2, a sum of Rs. 95,611.93 (Rupees ninety five thousands six hundred eleven and paise ninety three only) vide an account payee cheque and to hand over all documents, share certificates including signed transfer deeds for transferring shares. The second party further agrees to pay to the first party another account payee's cheque in the sum of Rs. 2,05,640/- (Rs. Two lac five thousand and six hundred and forty) being the value equivalent to the market rate of the shares.

The compromise deed further shows that after receiving the cheque the first party will have no objection for quashing the criminal case as he undertakes to withdraw the criminal case pending before the Chief Judicial Magistrate, Dehradun against all the accused mentioned therein.

Both parties have appeared before this court.

The compromise deed filed before this court has been considered by me.

Without commenting upon the merit of the case and taking into consideration the averments made in the compromise deed, I think that it would be in the interest of justice to issue directions to the trial court for deciding the case expeditiously.

Both the parties shall file a copy of the order passed by this court before the court below alongwith a certified copy of compromise deed.

The court below thereafter shall decide the matter in accordance with law.

However, in case the petitioner applies for bail before the court below, the same should also be decided without any delay.

With the aforesaid observations the petition is finally disposed of.

(B.C. Kandpal, J.)

22.11.2005